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US DISTRICT COURT  
DISTRICT OF ALASKA

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Grant E. Watts, Esq.  
HOLMES WEDDLE & BARCOTT, P.C.  
701 W. Eighth Avenue, Suite 700  
Anchorage, Alaska 99501-3408  
Phone: (907) 274-0666  
Fax: (907) 277-4657

Attorneys for Use-Plaintiff Spenard Builders Supply, Inc.

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ALASKA, AT ANCHORAGE

UNITED STATES OF AMERICA for the  
use and benefit of SPENARD BUILDERS  
SUPPLY, INC.,

Use-Plaintiff,

vs.

ST. PAUL FIRE AND MARINE  
INSURANCE COMPANY and its Payment  
Bond No. TC6016,

Defendant.

A05-287-CV  
Case No. A05- CI-

**COMPLAINT**  
**(Miller Act Payment Bond)**

Use-Plaintiff SPENARD BUILDERS SUPPLY, INC. (hereinafter "SBS"), by  
and through its counsel of record, states and alleges as follows:

1. Use-Plaintiff SBS is an Alaska corporation which is in all ways qualified  
to maintain this action and to assert this complaint, having paid its last annual taxes and  
filed its last biennial report required to maintain its good standing under the Alaska  
corporations code.

HOLMES WEDDLE & BARCOTT, PC  
701 WEST EIGHTH AVENUE, SUITE 700  
ANCHORAGE, ALASKA 99501-3408  
TELEPHONE (907) 274-0666

2. Upon information and belief, Defendant St. Paul Fire and Marine Insurance Company (hereinafter referred to as "St. Paul") is a foreign insurance company authorized to do business in the State of Alaska.

3. In compliance with the Miller Act, 40 U.S.C. §270b, Strand Hunt Construction, Inc., as principal, (hereinafter "Strand Hunt") and Defendant St. Paul, as surety, executed payment and performance bonds for the protection of all persons supplying labor and material in the prosecution of the work on a public works project of the United States Government known as the Security Forces Complex at Eielson Air Force Base, Alaska, Prime Contract No. W911KB-04-C-0008 (hereinafter "the Project").

4. Use-Plaintiff is within the class of persons protected by the payment bond.

5. This court has jurisdiction of this action pursuant to 40 U.S.C. §207(b).

This suit is brought in the name of the United States of America for the use and benefit of SBS and has been commenced within one year of the day on which the last of the labor was performed, equipment furnished, or material supplied to the Project by SBS.

6. On or about February 27, 2004 the United States Government, through the U.S. Army Corps of Engineers, contracted with Strand Hunt for construction of the Project located at Eielson AFB, which is in the District of Alaska. Strand Hunt agreed to provide all labor, materials, and equipment required for the construction of the Project, as referenced in the prime contract between Strand Hunt and the United States Government.

7. On or about February 27, 2004, in compliance with 40 U.S.C. §270(a)(2), St. Paul issued Payment Bond No. TC6016 (hereinafter "Bond") for the protection of persons supplying labor, equipment, or materials in prosecution of the work provided for by the prime contract. Said Bond is now, and at all times pertinent hereto has been, in full force and effect.

8. Pursuant to a written materials contract, SBS furnished building materials directly to Strand Hunt, which materials were used in the prosecution of the work provided for by the prime contract on the Project.

9. SBS has not been paid in full for the building materials it furnished to Strand Hunt in the prosecution of the work provided for by the prime contract. SBS is presently owed the sum of \$67,169.50, plus interest, for said materials, which amount has been owed for more than ninety (90) days.

10. Despite demand, Strand Hunt has failed and refused to pay SBS the present principal balance due and owing in the sum of \$67,169.50, plus interest, on account of materials furnished to Strand Hunt by SBS and used on the Project.

11. By reason of Strand Hunt's failure to make payment for the materials supplied by SBS, Defendant St. Paul, in its capacity as surety and on the basis of the subject Miller Act Payment Bond, is presently liable to SBS in the amount of at least \$67,169.50, together with allowable prejudgment interest, costs, and attorney's fees as may be allowed by law.

12. More than ninety (90) days and less than one (1) year has elapsed after the date on which the last of the materials were furnished by SBS before the filing of this action and for which claim is made.

13. Defendant St. Paul is presently liable to SBS in the amount of at least \$67,169.50, plus interest as allowed by law. Pursuant to the Miller Act, Defendant St. Paul and its Payment Bond are liable for the sums referenced in this paragraph which are owing to SBS for and materials supplied on the Project by SBS.

**WHEREFORE**, Use-Plaintiff Spenard Builders Supply, Inc. prays for judgment against Defendant St. Paul Fire and Marine Insurance (and its Payment Bond No. TC6016) as follows:

1. For judgment against Defendant St. Paul Fire and Marine Insurance and its Payment Bond No. TC6016 in the principal sum of at least \$67,169.50, together with any allowable interest, costs, and attorney's fees as allowed by law.

2. For such other and further relief as the Court deems just and equitable in the premises.

DATED this 27<sup>th</sup> day of December, 2005, at Anchorage, Alaska.

HOLMES WEDDLE & BARCOTT, P.C.  
Attorneys for Use-Plaintiff  
Spenard Builders Source, Inc.

By: 

Grant E. Watts  
Alaska Bar No. 8609090

HOLMES WEDDLE & BARCOTT, PC  
701 WEST EIGHTH AVENUE, SUITE 700  
ANCHORAGE, ALASKA 99501.3408  
TELEPHONE (907) 274-0666